

MITIGATION AGREEMENT

This agreement is made between MacKay and MacDonald, the Biddle Estate, and the Washington State Department of Wildlife, hereinafter known as "the Department". This is a real covenant entered into so as to bind the parties, assignees, or purchasers.

1. MacKay and MacDonald and the Biddle Estate propose to construct a 16.479 acre, single family residential subdivision, situated in the following location:

(See legal descriptions, Exhibit #1, and map, Exhibit #2.)

2. The Department has the responsibility to preserve, protect and perpetuate the fish and wildlife resources in the State of Washington. Through this agreement, the Department implements its responsibility to mitigate the adverse impacts of this project on the fish and wildlife resources.

3. The impacts of this project upon the fish and wildlife resources, their habitat, and fishing or other wildlife recreational activity have been identified. Appropriate mitigation measures have been identified by the Department and are set forth below. This agreement constitutes a real covenant running with the project lands, and it will be filed of record in Clark County to bind the parties, their successors, assignees or purchasers.

4. MacKay and MacDonald and the Biddle Estate agree to the following:

a. To pay to the Department a sum of \$2340 per acre as mitigation for potential adverse impacts resulting from development of the property described in Exhibit #1 and shown in Exhibit #2.

b. To secure the necessary permits to proceed with this proposal.

5. The Biddle Estate agrees to pay to the Department an additional sum of \$35,000 as mitigation for potential adverse impacts resulting from development of the property described in Exhibit #1 and shown in Exhibit #2.

WILDLIFE DEPARTMENT
RECEIVED
APR 8 1991
REGION #5
VANCOUVER OFFICE

08

6. The Department agrees to the following:

a. To support all parties to this agreement in their efforts to secure the necessary permits required to implement this agreement.

b. To make all reasonable efforts to expeditiously process any Hydraulic Project Approvals required for construction and operation of this project upon receipt of the following:

i. Fully signed and executed copies of this agreement.

ii. A properly signed and completed Hydraulic Project Application.

iii. Evidence of full compliance with the requirements of the State Environmental Policy Act (SEPA).

c. This agreement fulfills all requirements of the parties to mitigate for potential adverse impacts resulting from the development of the rproperty described in Exhibit #1 and shown in Exhibit #2.

d. To dedicate the sums paid in Section 4.a and Section 5 of this agreement to improving or replacing the Vancouver Fish Hatchery.

7. The Department has no objection to surface water from this development draining onto or through Department property, as shown in Exhibit #2.

8. All parties to this agreement shall proceed to accomplish their obligations under this agreement with due haste, but under no circumstances shall any provisions of this agreement fail to be completed by December 31, 1990, or within one year after the proper permits are secured, whichever event occurs first. All payments shall be made no later than December 31, 1990.

9. This agreement shall be effective as of the date of execution by all parties and shall continue in full force and effect until all parties mutually agree to discontinue it,

and shall be binding on the parties, their successors,
assignees or purchasers.

IN WITNESS WHEREOF, the parties hereto have caused this
instrument to be executed as below subscribed.

Dated this 19th day of April, 1989.

Donald G. MacKay
DONALD G. MAC KAY
Douglas B. MacDonald
DOUGLAS B. MAC DONALD, Trustee
For MacKay and MacDonald

Alice Biddle Beebe
Alice Biddle Beebe
by Helene B. Dick atty in fact

Helene Biddle Dick
For the Biddle Estate

Christine Biddle Marshall
Christine Biddle Beebe
Marshall
by Helene B. Dick
att'y in f

Lydie Biddle Middleton
Lidia Biddle Middleton
by Helene B. Dick, att'y in fact

Curt Smith
Curt Smith, Director
For the Department of Wildlife

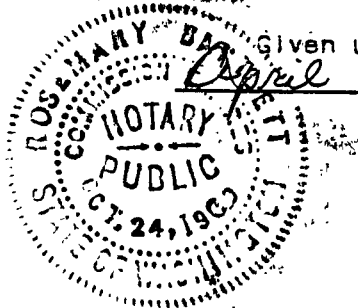
Approved as to form,

[Signature]
Assistant Attorney General
For the State of Washington

STATE OF WASHINGTON)ss
COUNTY OF Clark)

On this day personally appeared before me Donald G. Mac Kay
to me known to be the individual described in and who executed the
within and foreign instrument and acknowledged the same as his
free and voluntary act and conveyance for the uses and purposes
herein mentioned.

Given under my hand and official seal this 19th day of
April, 1989.



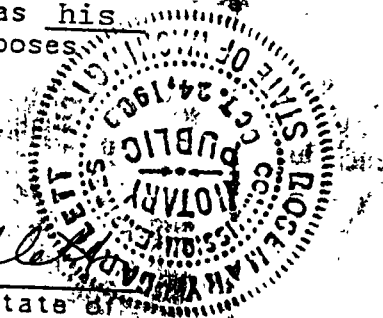
Rosemary Bartlett
Notary Public in and for the State of
Washington, residing at Vancouver, therein

STATE OF WASHINGTON)ss
COUNTY OF Clark)

On this day personally appeared before me Douglas B. Mac Donald
to me known to be the individual described in and who executed the
within and foregoing instrument and acknowledged the same as his
free and voluntary act and conveyance for the uses and purposes
therein mentioned.

Given under my hand and official seal this 19th day of April, 19 89.

Rosemary Bartlett
Notary Public in and for the State of
Washington, residing at Vancouver, therein

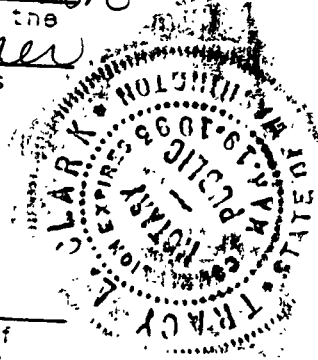


STATE OF WASHINGTON)ss
COUNTY OF Chauvin)

On this day personally appeared before me Jenene Fenton
to me known to be the individual described in and who executed the
within and foregoing instrument and acknowledged the same as her
free and voluntary act and conveyance for the uses and purposes
therein mentioned.

Given under my hand and official seal this 12th day of June, 19 89.

Tracy L. Clark
Notary Public in and for the State of
Washington, residing at Olympia



STATE OF WASHINGTON)ss
COUNTY OF _____)

On this day personally appeared before me _____
to me known to be the individual described in and who executed the
within and foregoing instrument and acknowledged the same as _____
free and voluntary act and conveyance for the uses and purposes
therein mentioned.

Given under my hand and official seal this _____ day of _____, 19 ____.

Notary Public in and for the State of
Washington, residing at: _____

STATE OF Washington }
County of Clark } ss.

On this 5th day of May, A. D. 19 89, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Helene B. Dick

to me known to be the individual who executed the foregoing instrument as attorney in fact of Christine Biddle Marshall and Lydia Biddle Middleton

therein described, and acknowledged to me that she signed and sealed the said instrument as such attorney in fact for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Christine Biddle Marshall and Lydia Biddle Middleton are is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

Earl R. [Signature]
Notary Public in and for the State of Washington
residing at Vancouver

(Acknowledgment by Attorney in Fact. Pioneer National Title Insurance Co. Form L 30)

STATE OF Washington }
County of Clark } ss.

On this 5th day of May, A. D. 19 89, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Helene B. Dick / Helene Biddle Dick

to me known to be the individual described in and who executed the foregoing instrument for herself and as attorney in fact of Alice Biddle Beebe also therein described, and acknowledged to me that she signed and sealed the same as her voluntary act and deed and as the free and voluntary act and deed of the said Alice Biddle Beebe for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked, and that the said Alice Biddle Beebe is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Earl R. [Signature]
Notary Public in and for the State of Washington, residing at Vancouver
My appointment expires on 9/1/89

LEGAL DESCRIPTION
RIVERIDGE ESTATES PHASE 1
PRELIMINARY PLAT
CLARK COUNTY, WASHINGTON

Real property situated in Clark County, Washington, being a portion of the Northeast quarter of Section 3, Township 1 North, Range 2 East of the Willamette Meridian, more particularly described as follows:

Beginning at the southwest corner of Woodside Hills Unit 9, as shown on the plat recorded in Book G of plats at page 905, records of said county; thence along the west line of said Woodside Hills Unit 9, North 12° 17' 35" East 280.00 feet to the southeast corner of the Evergreen School District property; thence along the south line of said Evergreen School District property and the westerly extension thereof, North 77° 42' 35" West 630.00 feet; thence South 12° 17' 35" West 280.00 feet; thence South 77° 42' 35" East 630.00 feet to the point of beginning.

Containing 4.05 Acres.

LEGAL DESCRIPTION
WILDWOOD ESTATES-PHASE 2
PRELIMINARY PLAT
CLARK COUNTY, WASHINGTON

Real property situated in Clark County, Washington, being a portion of the Northeast quarter of Section 3, Township 1 North, Range 2 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of Wildwood Estates, according to the plat thereof, recorded in Book H of Plats at Page 374, records of said county, said point being on the Southerly line of Woodside Hills Unit 9 according to the plat thereof, recorded in Book G of Plats at Page 905; thence along said Southerly line and the Westerly extension thereof, North 77° 42' 35" West 800.00 feet; thence South 12° 17' 25" West 630.00 feet; thence South 77° 42' 35" East 918.81 feet to a point on the West line of said plat of Wildwood Estates; thence along said West line North 1° 36' 38" East 641.10 feet to the point of beginning.

Containing 12.429 Acres±

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT 'A'

DESCRIPTION:

ORDER NO.: K51248

Re property situated in Clark County, Washington, lying within the Northeast quarter of Section 3, Township 1 North, Range 2 East of the Willamette Meridian, being a portion of that tract of land conveyed to Spencer Biddle by deed recorded under Auditor's File No. D 36023, Book 230, page 616, records of said county, more particularly described as follows:

BEGINNING at the Northwest corner of said Biddle tract; thence along the Northerly line of said Biddle tract South 77°42'35" East 361.98 feet; thence South 23°34'42" West 57.75 feet; thence South 64°58'42" West 53.91 feet; thence South 83°18'00" West 79.89 feet; thence South 31°36'59" West 89.06 feet; thence South 17°39'06" West 24.70 feet; thence South 3°54'25" West 26.31 feet; thence South 11°35'52" East 51.97 feet; thence South 22°06'57" West 96.93 feet; thence South 55°08'18" West 47.74 feet; thence South 35°55'02" West 89.50 feet; thence South 23°02'30" West 86.52 feet; thence South 11°29'31" West 83.45 feet to the intersection of the Northerly right of way line of State Route 14 and the West line of said Biddle tract; thence along said West line North 1°48'40" East 689.95 feet to the point of beginning.

FILED FOR RECORD
CLARK CO. WASH
PUBLIC SERVICES
APR 23 1 44 PM '92

ELIZABETH A. LUCE



Chicago Title Insurance Company

THIS SPACE PROVIDED FOR RECORDER'S USE:

9204230137

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Washington Department of Wildlife
Address 5405 NE Hazel Dell Avenue
City, State, Zip Vancouver, WA 98663

Statutory Warranty Deed

THE GRANTOR William A. Maitland and Michele M. Maitland, husband and wife, and Richard B. Gilbert and Marilyn A. Gilbert, husband and wife

for and in consideration of mutual benefits

in hand paid, conveys and warrants to Washington State Department of Wildlife

the following described real estate, situated in the County of Clark, State of Washington:

Legal description as shown on Exhibit A attached hereto and made a part hereof

Subject to easements, covenants, conditions, restrictions of record; agreements of record and relinquishment of all existing, future or potential easements for access, light, view and air, per condemnation proceedings under Clark County Superior Court Cause No. 29527.

Real Estate Excise Tax
Ch. 11 Rev. Laws 1961

EXEMPT

Affid. # 334976 Date 4-21-92
For details of tax paid see

Affid. # _____
Doug Lasher
Clark County Treasurer
By _____ Notary

Dated April 21, 1992

William A. Maitland
Richard B. Gilbert

Michele M. Maitland
Marilyn A. Gilbert

STATE OF WASHINGTON
COUNTY OF Clark ss.

On this day personally appeared before me William A. Maitland and Michele M. Maitland and Richard B. Gilbert and Marilyn A. Gilbert, husband and wife, who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of April, 1992

STATE OF WASHINGTON
COUNTY OF _____ ss. 323

On this day of _____, 19____ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Mary Ann Conner
Notary Public in and for the State of Washington,
residing at Vancouver
P. 9235 R. 11/84
1 PR-10

OFFICIAL SEAL
MARY ANN CONNER
Notary Public in and for the State of Washington,
residing at _____
Notary Public - State of Washington
My Comm. Expires 12-1-95

1/ **GROSS SALE PRICE** "Selling Price" shall mean consideration, including money or anything of value, paid or delivered or contracted to be paid or delivered in return for the transfer of the real property or estate or interest in real property, and shall include the amount of any lien, mortgage, contract indebtedness, or other incumbrance, either given to secure the purchase price, or any part thereof, or remaining unpaid on such property at the time of sale (WAC 458-61-030(13)). When consideration is other than money and the transfer is taxable, market value is to be reported.

2/ **PERSONAL PROPERTY**

The transfer of personal property is subject to the use tax and is the liability of the grantee. Use separate form for mobile home.

3/ **LOCAL REAL ESTATE EXCISE TAX**

Cities and/or counties are authorized to adopt by ordinance an additional real estate excise tax to be collected and distributed by the county treasurer (CHAPTER 82.46 RCW).

DELINQUENT INTEREST & PENALTY — EVASION PENALTY

DESCRIPTION:

ORDER NO.: K51248

Real property situated in Clark County, Washington, lying within the Northeast quarter of Section 3, Township 1 North, Range 2 East of the Willamette Meridian, being a portion of that tract of land conveyed to Spencer Biddle by deed recorded under Auditor's File No. D 36023, Book 230, page 616, records of said county, more particularly described as follows:

BEGINNING at the Northwest corner of said Biddle tract; thence along the Northerly line of said Biddle tract South 77°42'35" East 361.98 feet; thence South 23°34'42" West 57.75 feet; thence South 64°58'42" West 53.91 feet; thence South 83°18'00" West 79.89 feet; thence South 31°36'59" West 89.06 feet; thence South 17°39'06" West 24.70 feet; thence South 3°54'25" West 26.31 feet; thence South 11°35'52" East 51.97 feet; thence South 22°06'57" West 96.93 feet; thence South 55°08'18" West 47.74 feet; thence South 35°55'02" West 89.50 feet; thence South 23°02'30" West 86.52 feet; thence South 11°29'31" West 83.45 feet to the intersection of the Northerly right of way line of State Route 14 and the West line of said Biddle tract; thence along said West line North 1°48'40" East 689.95 feet to the point of beginning.

**TAX OBLIGATION FOR FOREST LAND CLASSIFICATION OR DESIGNATION
CURRENT USE (OPEN SPACE) CLASSIFICATION, PROPERTY EXEMPT FROM TAXATION OR
SPECIAL VALUATION AS HISTORIC PROPERTY**

FOREST LAND LIABILITY (RCW 84.33.120 and 84.33.140)

Upon withdrawal or removal of this land from classification or designation a compensating tax shall be imposed which shall be equal to:

1. The difference between the amount of tax last levied on such land as forest land and an amount equal to the new assessed valuation of such land multiplied by the millage rate of the last levy extended against such land, multiplied by
2. A number, in no event greater than ten, equal to the number of years for which such land was classified or designated as forest land.

Reforestation or conversion requirements should be consulted according to Chapter 76.09 RCW.

CURRENT USE LIABILITY (RCW 84.34.108)

Upon withdrawal or removal of this land from classification, an additional tax shall be imposed in the following manner.

1. Land under classification for a minimum of ten years shall pay an amount equal to the difference between the tax computed on the basis of "current use" and the tax computed on the basis of true and fair value plus interest at the same statutory rate charged on property taxes. The additional tax and interest shall be paid for the seven years last past.
2. Land withdrawn because of a change to a nonconforming use or land withdrawn prior to the minimum ten-year period or failure to comply to two-year notice of withdrawal shall be liable to pay the additional tax as in 1. above plus a penalty of 20% of the additional tax and interest. The additional tax, interest and penalty shall be paid for the past seven years.

PROPERTY EXEMPT FROM TAXATION (RCW 84.36.810 and 84.36.262)

Sale of exempt property may cause taxes and interest to be assessed for up to last ten years, depending on type and life of exemption.

SPECIAL VALUATION AS HISTORIC PROPERTY LIABILITY (Chapter 84.26 RCW)

Whenever property classified and valued as eligible historic property is removed or disqualifies for the valuation, additional tax shall become due and payable which is equal to (a) the actual costs of the substantial improvement multiplied by the levy rate in each year the property was subject to special valuation; plus (b) interest on the amounts of the additional tax at the statutory rate charged on delinquent property taxes from the dates on which the additional tax could have been paid without penalty if the property had not been valued as historic property; plus a penalty equal to twelve percent of the amount determined in (a) and (b).